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# Medical Monitoring & Physical Capacity Testing

## RFP 13-2315

### **Metro Finance and Regulatory Services**

600 NE Grand Ave.  
Portland, OR 97232  
503-797-1700

### **Project Manager**

Mike Amodeo  
mike.amodeo@oregonmetro.gov  
503-737-1937

### **Procurement Analyst**

Sharon Stiffler, CPPB  
Sharon.stiffler@oregonmetro.gov  
503-797-1613

Notice is hereby given that proposals for RFP 13-2315 for Medical Monitoring & Physical Capacity Testing shall be received by Metro, 600 NE Grand Avenue, Portland OR 97232 until close of business on February 08, 2013. It is the sole responsibility of the proposer to ensure that Metro receives the Proposal by the specified date and time. All late Proposals shall be rejected. Proposers shall review all instructions and contract terms and condition.

# Request for Proposals (RFP 13-2315)

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## I. INTRODUCTION

The Finance and Regulatory Services Department of Metro, a metropolitan service district organized under the laws of the State of Oregon and the Metro Charter, located at 600 NE Grand Avenue, Portland, OR 97232-2736, is requesting proposals for Medical Monitoring and Physical Capacity Testing Proposals will be due as indicated on the RFP cover page.

Details concerning the project and proposal are contained in this document.

## II. BACKGROUND/HISTORY OF PROJECT

Metro requires occupational medical monitoring and physical capacity testing of employees working throughout Metro. Medical monitoring services include, but are not limited to, pre-employment and annual physical exams for OSHA respirator clearance, physical exams in accordance with HAZWOPPER and DOT protocols, administration of hepatitis vaccination series and audiometric and spirometry testing. In addition to the above, periodic evaluations are needed as a result of potential occupational exposures to physical, chemical and biological agents. Physical capacity testing is performed as part of the hiring process, with annual evaluations also being conducted.

These services are needed for the employees at the following Metro facilities and venues, but not limited to:

- Metro Central Hazardous Waste, 6161 NW 61st Ave., Portland, OR 97210
- Metro South Hazardous Waste, 2001 Washington St., Oregon City, OR 97045
- MetroPaint Facility, 4528 NE Basin, Portland, OR 97217
- St. Johns Landfill, 9387 N Columbia Blvd, Portland, OR 97203
- Metro Regional Center, 600 NE Grand Ave., Portland, OR 97232
- Portland Expo Center, 2060 N Marine Dr. Portland, OR 97217
- Portland Center for the Performing Arts, 1111 SW Broadway, Portland, OR 97205
- Oregon Convention Center, 777 N MLK Jr. Blvd. Portland, OR 97232
- Oregon Zoo, 4001 SW Canyon Rd. Portland, OR 97221
- Blue Lake Park, 20500 NE Marine Dr., Fairview, OR 97204
- Oxbow Park, 3010 SE Oxbow Parkway, Gresham, OR 97080

## III. PROPOSED SCOPE OF WORK/SCHEDULE

Metro is seeking proposals from qualified firms to perform the following services and to deliver the products described:

- a. Medical Monitoring Services
  - i. Annual physicals and medical monitoring as follows:
    1. Initial, annual and exit physical in accordance with 29 CFR 1910.120 (f) (Hazardous Waste Operations and Emergency Response)
    2. Annual Respirator clearance in accordance with 29 CFR 1910.134 (d)(3)(iii) – (e) and Appendix C to §1910.134.
    3. DOT physical examination in accordance with 49 CFR 391.43
    4. Hepatitis B vaccinations series in accordance with 29 CFR 1910.1030 (f)
    5. Bloodborne pathogens post exposure evaluation and follow-up in accordance with 29 CFR 1910.1030 (f)
  - ii. Recommend and conduct additional tests as appropriate due to employee exposure or employee medical history.

## Request for Proposals (RFP 13-2315)

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- b. Physical Capacity Testing
  - i. Administer and coordinate Pre-placement, Periodic, or Standard Fitness for Duty exams.
  - ii. Work with designated Occupational/Physical Therapist to ensure that standard exam protocols are correct and consistent throughout the contract term.
  - iii. If requested, develop or review existing Physical Capacity Test.
  - iv. Administer and coordinate the Physical Capacity Test.
  - v. Conduct each exam and test in accordance with general occupational health and medical best practices and standards.
  - vi. Review employees/applicant's Pre-placement, Periodic or Standard fitness for duty exams and determine if employee/applicants may safely take the Physical Capacity Test.
  - vii. Identify applicants or employees who may require accommodation in order to perform their jobs.
  - viii. Identify conditions that could pose safety risks.
- c. Administrative Services
  - i. Work with Metro to ensure that standard exam protocols are correct and consistent throughout the contract term.
  - ii. Review employee's previous exam results to detect trends or shifts from baseline.
  - iii. Notify Metro if any specific health trends are detected among the Metro employee group.
  - iv. Notify Metro within 24 hours if an employee is deemed "not fit for duty" or requires "restricted duty".
  - v. Provide written physician statements indicating each employee's fitness for duty and certification to use a respirator.
  - vi. Provide written physician statements indicating audiometric testing threshold shifts.
  - vii. Provide an explanation of examination results to each employee at his or her home address.
  - viii. Maintain Metro's medical records in accordance with OSHA and DOT standards for a minimum of 50 years. Notify Metro in writing of any changes in records administration.
  - ix. Review protocols and administrative services with Metro after 12 months.
- d. Clinic Services
  - i. Provide a system for Metro employees to schedule physical exams.
  - ii. Notify Metro of any problems encountered with scheduling (i.e. missed appointments, short notice cancellations).

The term of the contract is anticipated to be February 2013 through January 2016. The contract may be renewed or extended for two additional one year periods at Metro's sole discretion. Multiple contracts will be awarded to one firm based on the Metro department and venue. Metro reserves the right to award additional contracts from this RFP during the above stated term.

#### IV. QUALIFICATIONS/EXPERIENCE

Proposers shall have the following experience:

- (1) Physician or licensed health care provider in accordance with State of Oregon, licensing requirements.
- (2) Ten (10) years experience providing occupational medical services.
- (3) Ten (10) years experience providing occupational physical capacity testing.

#### V. PROJECT ADMINISTRATION

Mike Amodeo, Safety Specialist, will serve as Metro's project manager and primary contact. Proposer shall indicate one point of contact for the resulting contract.

## Request for Proposals (RFP 13-2315)

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### VI. PROPOSAL INSTRUCTIONS

A. Submission of Sealed Proposals

Three (3) paper copies and one (1) electronic version of the proposal shall be furnished to Metro in a sealed envelope, addressed to:

Metro Procurement Services  
Attn: Sharon Stiffler RFP 13-2315  
600 NE Grand Avenue  
Portland, OR 97232-2736

B. Deadline: Proposals will not be considered if received after the date and time indicated on the RFP cover page.

C. RFP as Basis for Proposals

This Request for Proposals represents the most definitive statement Metro will make concerning the information upon which Proposals are to be based. Any verbal information which is not addressed in this RFP will not be considered by Metro in evaluating the Proposal. All questions relating to this RFP should be addressed to [sharon.stiffler@oregonmetro.gov](mailto:sharon.stiffler@oregonmetro.gov). Any questions, which in the opinion of Metro, warrant a written reply or RFP addendum will be furnished to all parties receiving this RFP. Metro will not respond to questions received after 3:00 pm on February 04, 2013.

D. Information Release

All Proposers are hereby advised that Metro may solicit and secure background information based upon the information, including references, provided in response to this RFP. By submission of a proposal all Proposers agree to such activity and release Metro from all claims arising from such activity. In Accordance with Oregon Public Records Law (ORS 192), proposals submitted will be considered part of the public record, except to the extent they are exempted from disclosure.

E. Minority, Women and Emerging Small Business Program

In the event that any subcontracts are to be utilized in the performance of this agreement, the Proposer's attention is directed to Metro Code provision 2.04.100, which encourages the use of minority, women and emerging small businesses (MWESB) to the maximum extent practical. Metro Code provision 2.04.100 is available at

[http://library.oregonmetro.gov/files//chap2.04\\_clean\\_eff\\_042111\\_revised\\_version\\_081711.pdf](http://library.oregonmetro.gov/files//chap2.04_clean_eff_042111_revised_version_081711.pdf).

F. First Opportunity Target Area (FOTA) Program

In the event that any subcontracts are to be utilized in the performance of this agreement, the Proposer's attention is directed to First Opportunity Area (FOTA) Program which is intended to provide maximum employment for economically disadvantages residents living in the target area, in accordance with House Bill 3075, passed by the Oregon Legislature in 1989. Additional information regarding the FOTA Program is available from <http://www.oregonmetro.gov/index.cfm/go/by.web/id=6094>

### VII. PROPOSAL CONTENTS

The proposal should contain no more than thirteen (13) pages of written material (excluding biographies, resumes and brochures, which may be included in an appendix), describing the ability of the consultant to perform the work requested, as outlined below. The proposal should be submitted on recyclable, double-sided recycled paper

## Request for Proposals (RFP 13-2315)

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(post consumer content). No waxed page dividers, folders, binders or non-recyclable materials should be included in the proposal.

- A. Transmittal Letter: maximum one (1) page  
Indicate who will be assigned to the project, who will be project manager, and that the proposal will be valid for ninety (90) days.
- B. Approach/Project Work Plan: maximum three (3) pages  
Describe how the work will be done within the given timeframe and budget. Include a proposed work plan and schedule. Explain the appointment scheduling procedure. Identify your firm's locations and proximity to Metro facilities and venues.
- C. Staffing/Project Manager Designation: maximum one (1) page  
Identify specific personnel assigned to major project tasks, their roles in relation to the work required, percent of their time on the project, and special qualifications they may bring to the project. Include resumes of individuals proposed for this contract.

Metro intends to award this contract to a single firm to provide the services required. Proposals must identify a single person as project manager to work with Metro. The consultant must assure responsibility for any sub-consultant work and shall be responsible for the day-to-day direction and internal management of the consultant effort.

- D. Experience: maximum two (2) pages  
Indicate how your firm meets the experience requirements listed in section IV. of this RFP. List projects conducted over the past five years which involved services similar to the services required here. For each of these other projects, include the name of the customer contact person, his/her title, role on the project, and telephone number. Identify persons on the proposed project team who worked on each of the other projects listed, and their respective roles.
- E. Cost/Budget: maximum one (1) page excluding Exhibit B  
Complete the Costs for Services Fee Schedule, Exhibit B, and include with your proposal Metro expects firm pricing for the first year of the contract. Indicate any formula for annual price increases after the first year of the contract. This formula may include but not be limited to factors such as CPI, fuel costs. Present the proposed cost of the project and the proposed method of compensation. List hourly rates for personnel assigned to the project, total personnel expenditures, support services, and sub-consultant fees (if any). Requested expenses should also be listed.
- F. Diversity in Employment and Contracting: maximum two (2) pages
- Work Force Diversity – Describe your work force demographics (number of employees, race and gender) and the measurable steps taken to ensure a diverse work force, including company policies and practices that promote the hiring and retention of women and ethnic minorities.
  - Diversity in Contracting – Describe your history of working with diverse firms, including any MWESB-certified firms. Describe a project for which you worked with minorities, women or emerging small businesses. Please provide the project name, method used to achieve participation – for example, joint ventures, subcontracts or purchase of equipment or supplies from a certified firm – and the dollar amount or percentage of the project budget expended on such participation.

## Request for Proposals (RFP 13-2315)

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- Diversity of Firm – Describe the ownership of your firm and whether or not your firm is certified by the State of Oregon as an MBE, WBE or ESB. Provide certification number, if applicable.
- First Opportunity Target Area (FOTA) program - Demonstrated commitment to FOTA program (i.e. specific steps to provide employment and contract opportunities to FOTA residents, past performance and experience with FOTA program). Follow this link for information about the First Opportunity Target Area: <http://www.oregonmetro.gov/index.cfm/go/by.web/id=6094>

G. Sustainable Business Practices: maximum two (2) pages

- Environment: Describe your business practices to reduce environmental impacts of your operations. This may include energy efficiency, use of non-toxic products, alternative fuel vehicles, waste prevention and recycling, water conservation, green building practices, etc.
- Economy: Describe your support of local businesses and markets within the Portland Metro region. Include what steps your company has taken in the past to support local businesses, and what steps would be taken if selected for this project.
- Community: Describe the employee compensation structure of your organization. Include wage scales for employees, including trainee, probationary, entry level, journey level, and supervisory. Also include policies regarding annual cost of living adjustments (COLA) to employee wages. Details of the healthcare program (including, medical, dental, prescriptions, preventive care, etc.) as well as out of pocket and deductibles, and employee contributions for themselves and family members. All other employee benefits are to be including, such as vacation, sick leave, pension, disability insurance, profit sharing, childcare, health memberships, company vehicle, public transportation, etc.

H. Exceptions to Standard Agreement and RFP: maximum one (1) pages

Carefully review the Standard Agreement attached hereto as Exhibit A and incorporated herein. This is the standard agreement that successful respondents to this RFP will be required to execute. RFP respondents wishing to propose any exceptions or alternative clauses to the agreement or to any specified criteria within this RFP must propose those exceptions or alternative clauses in their proposal; Metro shall not be required to consider contract revisions proposed during contract negotiation and award. Proposed exceptions or alternative clauses should be accompanied by explanatory comments that are succinct, thorough and clear.

### VIII. GENERAL PROPOSAL/CONTRACT CONDITIONS

- A. Limitation and Award: This RFP does not commit Metro to the award of a contract, nor to pay any costs incurred in the preparation and submission of proposals in anticipation of a contract. Metro reserves the right to waive minor irregularities, accept or reject any or all proposals received as the result of this request, negotiate with all qualified sources, or to cancel all or part of this RFP.
- B. Billing Procedures: Proposers are informed that the billing procedures of the selected firm are subject to the review and prior approval of Metro before reimbursement of services can occur. Contractor's invoices shall include the Metro contract number, an itemized statement of the work done during the billing period, and will not be submitted more frequently than once a month. Payment shall be made by Metro on a Net 30 day basis upon approval of Contractor invoice.
- C. Validity Period and Authority: The proposal shall be considered valid for a period of at least ninety (90) days and shall contain a statement to that effect. The proposal shall contain the name, title, address, and

# Request for Proposals (RFP 13-2315)

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telephone number of an individual or individuals with authority to bind any company contacted during the period in which Metro is evaluating the proposal.

- D. Conflict of Interest. A Proposer filing a proposal thereby certifies that no officer, agent, or employee of Metro or Metro has a pecuniary interest in this proposal or has participated in contract negotiations on behalf of Metro; that the proposal is made in good faith without fraud, collusion, or connection of any kind with any other Proposer for the same call for proposals; the Proposer is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or firm.
  
- E. Equal Employment and Nondiscrimination Clause Metro and its contractors will not discriminate against any person(s), employee or applicant for employment based on race, color, religion, sex, national origin, age, marital status, familial status, gender identity, sexual orientation, disability for which a reasonable accommodation can be made, or any other status protected by law. Metro fully complies with Title VI of the Civil Rights Act of 1964 and related statutes and regulations in all programs and activities. For more information, or to obtain a Title VI Complaint Form, see [www.oregonmetro.gov](http://www.oregonmetro.gov).
  
- F. Intergovernmental Cooperative Agreement Pursuant to ORS 279A and the Metro public contract code, Metro participates in an Intergovernmental Cooperative Purchasing program by which other public agencies shall have the ability to purchase the goods and services under the terms and conditions of this awarded contract. Any such purchases shall be between the Contractor and the participating public agency and shall not impact the Contractor's obligation to Metro under this agreement. Any estimated purchase volumes listed herein do not include volumes for other public agencies, and Metro makes no guarantee as to their participation in any purchase. Any proposer may decline to extend the prices and terms of this solicitation to any or all other public agencies upon execution of this contract. Unless the proposer specifically declines to participate in the program by indicating this in their transmittal letter, the proposer agrees to participate in the Intergovernmental Cooperative Purchasing program.

## IX. EVALUATION OF PROPOSALS

- A. Evaluation Procedure: Proposals received that conform to the proposal instructions will be evaluated. The evaluation will take place using the evaluation criteria identified in the following section. Interviews may be requested prior to final selection of firm(s). Award will be made to the highest ranked Proposer according to the evaluation criteria. If contract negotiations are unsuccessful with the highest ranked firm, Metro reserves the right to enter into negotiations with the next highest ranked Proposer.
  
- B. Evaluation Criteria: This section provides a description of the criteria which will be used in the evaluation of the proposals submitted to accomplish the work defined in the RFP.

	Percentage of Total Score
Project Work Plan/Approach	
1. Demonstration of understanding of the project objectives	15
2. Proposed procedure for appointment scheduling	5
3. Proximity to Metro work locations	10
Project Staffing Experience	
1. Project consultant/staff experience	10
2. Similar project experience	10

# Request for Proposals (RFP 13-2315)

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Budget/Cost Proposal		
1.	Estimated total cost for services	20
2.	Proposed method of annual cost increase	10
Diversity		10
1.	Work Force Diversity, Diversity in Contracting, Diversity of Firm, FOTA	
Sustainable Business Practices		10
1.	Environment, Economy, Community	
		100%

## X. APPEAL OF CONTRACT AWARD

Aggrieved proposers who wish to appeal the award of this contract must do so in writing within seven (7) days of issuance of the notice of intent to award by Metro. Appeals must be submitted to Metro Procurement Officer, 600 NE Grand, Portland, Oregon 97232 and must state the specific deviation of rule or statute in the contract award. Metro will issue a written response to the appeal in a timely manner.

## XI. NOTICE TO ALL PROPOSERS -- STANDARD AGREEMENT

The attached agreement included herein reflects preliminary, draft contract language and selected, proposed contract terms for this procurement. Proposers should be aware that such language terms and provisions are for illustrative purposes only and that Metro reserves the right, following submission and ranking of all proposals submitted in response to this procurement, to amend, modify or negotiate over any and all such contract language, terms and provisions before making a final determination regarding the issuance of the Notice of Intent to Award the agreement arising from this procurement. By submitting a proposal in response to this procurement, proposers acknowledge that they are aware of and do not object to any later, potential amendment and modification of such preliminary, draft language and terms. In addition, by responding to this procurement, proposers acknowledge that they are aware of their ability to offer alternatives to any of the preliminary, draft contract language and proposed contract terms set forth herein.



# Personal Services Agreement

Metro Contract No. XXXXXX

## Personal Service Agreement over \$50,000

THIS AGREEMENT is between Metro, a metropolitan service district organized under the laws of the State of Oregon and the Metro Charter, located at 600 N.E. Grand Avenue, Portland, OR 97232-2736, and **Company Name**, referred to herein as "Contractor," located at **address, City, State Zip**.

In exchange for the promises and other consideration set forth below, the parties agree as follows:

1. **Duration.** This personal services agreement shall be effective **Month XX, 201X** and shall remain in effect until and including **Month XX, 201X**, unless terminated or extended as provided in this Agreement. **IF CONTRACT IS SUBJECT TO RENEWAL OR EXTENSION, INCLUDE SUCH LANGUAGE i.e. This agreement may be renewed or extended for XX additional one-year periods at Metro's sole discretion.**

2. **Scope of Work.** Contractor shall provide all services and materials specified in the attached "Attachment A -- Scope of Work," which is incorporated into this Agreement by reference. All services and materials shall be provided by Contractor in accordance with the Scope of Work, in a competent and professional manner. To the extent that the Scope of Work contains additional contract provisions or waives any provision in the body of this Agreement, the Scope of Work shall control.

3. **Payment.** Metro shall pay Contractor for services performed and materials delivered in the amount(s), manner and at the time(s) specified in the Scope of Work for a maximum sum not to exceed **XXXXXXXX AND XX/100THS DOLLARS (\$XXXXXX.XX)**. Payment shall be made by Metro on a Net 30 day basis upon approval of Contractor invoice.

4. **Insurance.** Contractor shall purchase and maintain at the Contractor's expense, the following types of insurance, covering the Contractor, its employees, and agents:

- (a) The most recently approved ISO (Insurance Services Office) Commercial General Liability policy, or its equivalent, written on an occurrence basis, with limits not less than \$1,000,000 per occurrence and \$1,000,000 aggregate. The policy will include coverage for bodily injury, property damage, personal injury, contractual liability, premises and products/completed operations. Contractor's coverage will be primary as respects Metro;
- (b) Automobile insurance with coverage for bodily injury and property damage and with limits not less than minimum of \$1,000,000 per occurrence;
- (c) Workers' Compensation insurance meeting Oregon statutory requirements including Employer's Liability with limits not less than \$500,000 per accident or disease; and
- (d) Professional Liability Insurance, with limits of not less than \$1,000,000 per occurrence, covering personal injury and property damage arising from errors, omissions or malpractice. **PROFESSIONAL LIABILITY REQUIRED FOR ARCHITECTURAL & ENGINEERING SERVICES - DELETE PROFESSIONAL LIABILITY INSURANCE LANGUAGE IF NOT REQUIRED**

Metro, its elected officials, departments, employees, and agents shall be named as ADDITIONAL INSURED on Commercial General Liability and Automobile policies.

Contractor shall provide to Metro 30 days notice of any material change or policy cancellation.

Contractor shall provide Metro with a Certificate of Insurance complying with this article upon return of the Contractor signed agreement to Metro. Certificate of Insurance shall identify the Metro contract number.

5. **Indemnification.** Contractor shall indemnify and hold Metro, its agents, employees and elected officials harmless from any and all claims, demands, damages, actions, losses and expenses arising out of or in any way connected with its performance of this Agreement, or with any patent infringement or copyright claims arising out of the use of Contractor's designs or other materials by Metro and for any claims or disputes involving subcontractors.



# Personal Services Agreement

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Metro Contract No. XXXXXX

6. Ownership of Documents and Maintenance of Records. Unless otherwise provided herein, all documents, instruments and media of any nature produced by Contractor pursuant to this agreement are Work Products and are the property of Metro, including but not limited to: drawings, specifications, reports, scientific or theoretical modeling, electronic media, computer software created or altered specifically for the purpose of completing the Scope of Work, works of art and photographs. Unless otherwise provided herein, upon Metro request, Contractor shall promptly provide Metro with an electronic version of all Work Products that have been produced or recorded in electronic media. Metro and Contractor agree that all work Products are works made for hire and Contractor hereby conveys, transfers, and grants to Metro all rights of reproduction and the copyright to all such Work Products.

a. Contractor and subcontractors shall maintain all fiscal records relating to such contracts in accordance with generally accepted accounting principles. In addition, Contractor and subcontractors shall maintain any other records necessary to clearly document:

- (1) The performance of the contractor, including but not limited to the contractor's compliance with contract plans and specifications, compliance with fair contracting and employment programs, compliance with Oregon law on the payment of wages and accelerated payment provisions; and compliance with any and all requirements imposed on the contractor or subcontractor under the terms of the contract or subcontract;
- (2) Any claims arising from or relating to the performance of the contractor or subcontractor under a public contract;
- (3) Any cost and pricing data relating to the contract; and
- (4) Payments made to all suppliers and subcontractors.

b. Contractor and subcontractors shall maintain records for the longer period of (a.) six years from the date of final completion of the contract to which the records relate or (b.) until the conclusion of any audit, controversy or litigation arising out of or related to the contract.

c. Contractor and subcontractors shall make records available to Metro and its authorized representatives, including but not limited to the staff of any Metro department and the staff of the Metro Auditor, within the boundaries of the Metro region, at reasonable times and places regardless of whether litigation has been filed on any claims. If the records are not made available within the boundaries of Metro, the Contractor or subcontractor agrees to bear all of the costs for Metro employees, and any necessary consultants hired by Metro, including but not limited to the costs of travel, per diem sums, salary, and any other expenses that Metro incurs, in sending its employees or consultants to examine, audit, inspect, and copy those records. If the Contractor elects to have such records outside these boundaries, the costs paid by the Contractor to Metro for inspection, auditing, examining and copying those records shall not be recoverable costs in any legal proceeding.

d. Contractor and subcontractors authorize and permit Metro and its authorized representatives, including but not limited to the staff of any Metro department and the staff of the Metro Auditor, to inspect, examine, copy and audit the books and records of Contractor or subcontractor, including tax returns, financial statements, other financial documents and any documents that may be placed in escrow according to any contract requirements. Metro shall keep any such documents confidential to the extent permitted by Oregon law, subject to the provisions of section E.

e. Contractor and subcontractors agree to disclose the records requested by Metro and agree to the admission of such records as evidence in any proceeding between Metro and the Contractor or subcontractor, including, but not limited to, a court proceeding, arbitration, mediation or other alternative dispute resolution process.

f. Contractor and subcontractors agree that in the event such records disclose that Metro is owed any sum of money or establish that any portion of any claim made against Metro is not warranted, the Contractor or subcontractor shall pay all costs incurred by Metro in conducting the audit and inspection. Such costs may be withheld from any sum that is due or that becomes due from Metro.



# Personal Services Agreement

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Metro Contract No. XXXXXX

g. Failure of the Contractor or subcontractor to keep or disclose records as required by this document or any solicitation document may result in debarment as a bidder or proposer for future Metro contracts as provided in ORS 279B.130 and Metro Code Section 2.04.070(c), or may result in a finding that the Contractor or subcontractor is not a responsible bidder or proposer as provided in ORS 279B.110 and Metro Code Section 2.04.052.

7. Project Information. Contractor shall share all project information and fully cooperate with Metro, informing Metro of all aspects of the project including actual or potential problems or defects. Contractor shall abstain from releasing any information or project news without the prior and specific written approval of Metro.

8. Independent Contractor Status. Contractor shall be an independent contractor for all purposes and shall be entitled only to the compensation provided for in this Agreement. Under no circumstances shall Contractor be considered an employee of Metro. Contractor shall provide all tools or equipment necessary to carry out this Agreement, and shall exercise complete control in achieving the results specified in the Scope of Work. Contractor is solely responsible for its performance under this Agreement and the quality of its work; for obtaining and maintaining all licenses and certifications necessary to carry out this Agreement; for payment of any fees, taxes, royalties, or other expenses necessary to complete the work except as otherwise specified in the Scope of Work; and for meeting all other requirements of law in carrying out this Agreement. Contractor shall identify and certify tax status and identification number through execution of IRS form W-9 prior to submitting any request for payment to Metro.

9. Right to Withhold Payments. Metro shall have the right to withhold from payments due to Contractor such sums as necessary, in Metro's sole opinion, to protect Metro against any loss, damage, or claim which may result from Contractor's performance or failure to perform under this Agreement or the failure of Contractor to make proper payment to any suppliers or subcontractors.

10. State and Federal Law Constraints. Both parties shall comply with the public contracting provisions of ORS chapters 279A, 279B and 279C, and the recycling provisions of ORS 279B.025 to the extent those provisions apply to this Agreement. All such provisions required to be included in this Agreement are incorporated herein by reference. Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations including those of the Americans with Disabilities Act.

11. Situs. The situs of this Agreement is Portland, Oregon. Any litigation over this agreement shall be governed by the laws of the State of Oregon and shall be conducted in the Circuit Court of the state of Oregon for Multnomah County, or, if jurisdiction is proper, in the U.S. District Court for the District of Oregon.

12. Assignment. This Agreement is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstance, be assigned or transferred by either party without Metro's written consent.

13. Termination. This Agreement may be terminated by mutual consent of the parties. In addition, Metro may terminate this Agreement by giving Contractor seven (7) days prior written notice of intent to terminate, without waiving any claims or remedies it may have against Contractor. Termination shall not excuse payment for expenses properly incurred prior to notice of termination, but neither party shall be liable for indirect or consequential damages arising from termination under this section.

14. No Waiver of Claims. The failure to enforce any provision of this Agreement shall not constitute a waiver by Metro of that or any other provision.

15. Modification. Notwithstanding and succeeding any and all prior agreement(s) or practice(s), this Agreement constitutes the entire Agreement between the parties, and may only be expressly modified in writing(s), signed by both parties. Metro may approve changes and modifications to the original contract, including deletions of work, order of additional materials, and additional services reasonably related to the original work scope. Contractor may propose changes in the work that Contractor believes are necessary, will result in higher quality work, improve safety, decrease the amount of the contract, or otherwise result in a better or more efficient work product. If such changes are approved by



600 NE Grand Ave.  
Portland, OR 97232-2736  
503-797-1700

# Personal Services Agreement

Metro Contract No. XXXXXX

Metro, they shall be executed by written contract amendment signed by both parties. Such changes shall not relieve Contractor of any obligation or warranty under the contract. No oral statements by either party shall modify or affect the terms of the contract.

16. Severability. The parties agree that any provision of this Contract that is held to be illegal, invalid, or unenforceable under present or future laws shall be fully severable. The parties further agree that this Contract shall be construed and enforced as if the illegal, invalid, or unenforceable provision had never been a part of them and the remaining provisions of the Contract shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Contract. Furthermore, a provision as similar to the illegal, invalid, or unenforceable provision as is possible and legal, valid and enforceable shall be automatically added to this Contract in lieu of the illegal, invalid, or unenforceable provision. Any failure by METRO to enforce a provision of the Contract is not to be construed as a waiver by METRO of this right to do so.

17. Counterparts. This Contract may be executed in counterparts or multiples, any one of which will have the full force of an original.

18. Delivery of Notices. Any notice, request, demand, instruction, or any other communications to be given to any party hereunder shall be in writing, sent by registered or certified mail or fax as follows:

To Contractor: Contractor Contact  
Firm Name  
Address  
City State Zip  
XXX-XXX-XXXX fax

To Metro: Project Manager Name  
Metro  
600 NE Grand Ave  
Portland, Oregon 97232  
503-XXX-XXXX fax

19. Intergovernmental Cooperative Agreement: Pursuant to ORS 279A and the Metro contract code, Metro participates in an Intergovernmental Cooperative Purchasing program by which other public agencies shall have the ability to purchase the goods and services under the terms and conditions of this awarded contract. Any such purchases shall be between the Contractor and the participating public agency and shall not impact the Contractor's obligation to Metro under this agreement. Any estimated purchase volumes listed herein do not include volumes for other public agencies, and Metro makes no guarantee as to their participation in any purchase. Any Contractor may decline to extend the prices and terms of this solicitation to any or all other public agencies upon execution of this contract. Unless the Contractor specifically declines to participate in the program by marking the box below, the Contractor agrees to participate in the Intergovernmental Cooperative Purchasing program. **Contractor declines to participate in the Intergovernmental Cooperative Purchasing program as indicated by the following initials \_\_\_\_\_.** REMOVE THIS SECTION IF IT DOES NOT APPLY TO THE CONTRACT

CONTRACTOR

METRO

By \_\_\_\_\_

By \_\_\_\_\_

Print Name \_\_\_\_\_

Print Name \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

# Scope of Work – Attachment A

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Metro Contract No. XXXXXX

## 1. Purpose and Goal of Work

## 2. Description of the Scope of Work

## 3. Deliverables/Outcomes

## 4. Payment and Billing

Contractor shall perform the above work for a maximum price not to exceed XXXXXXXX AND XX/100<sup>TH</sup> DOLLARS (\$XXXXXX.XX).

### INCLUDE HOURLY RATES OR TASK BASED PAYMENTS IF APPLICABLE

The maximum price includes all fees, costs and expenses of whatever nature. Each of Metro's payments to Contractor shall equal the percentage of the work Contractor accomplished during the billing period. Contractor's billing invoices shall include the Metro contract number, Contractor name, remittance address, invoice date, invoice number, invoice amount, tax amount (if applicable), and an itemized statement of work performed and expenses incurred during the billing period, and will not be submitted more frequently than once a month. Contractor's billing invoices shall be sent to Metro Accounts Payable, 600 NE Grand Avenue, Portland, OR 97232-2736 or metroaccountspayable@oregonmetro.gov. The Metro contract number shall be referenced in the email subject line. Contractor's billing invoices for services through June 30 shall be submitted to Metro by July 15. Payment shall be made by Metro on a Net 30 day basis upon approval of Contractor invoice.

# Request for Proposals – (RFP 13-2315)

## Exhibit B – Cost of Services Fee Schedule

Fees for services must be all inclusive and no additional administrative charges should be incurred or included excluding fees for those administrative services listed below:

Examination Type	Exam/Procedure Cost
Comprehensive medical surveillance exam: (to include; Hazwoper, respiratory protection and DOT protocols)	\$
Comprehensive medical surveillance exam: (to include; Hazwoper and respiratory protection protocols)	\$
DOT driver qualification physical exam:	\$
Physician records review for DOT exam:	\$
Audiogram with hearing conservation report:	\$
Respirator exam, questionnaire & spirometry	\$
Hepatitis B inoculation series:	\$
Hepatitis B antibody lab test:	\$
Vision screen – Titmus:	\$
Physician lab review (fee to review labs w/o exam)	\$
Complete blood count with differential	\$
Complete metabolic panel (w/lipids)	\$
Urine Dip	\$
Accucheck (if UA dip is inconclusive)	\$
Cholinesterase, RBC/Plasma	\$
Venipuncture	\$
Chest X-ray, PA	\$
Resting ECG	\$
Lipid Panel (as stand-alone service)	\$
Blood Lead w/ZPP	\$
Blood PCB	\$
Breath alcohol test	\$
No Show Medical Surveillance Exam	\$
No Show Respirator Exam	\$
No Show DOT Exam	\$
Physical Capacity Testing	\$
Other Fees: Identify	\$
Total Fees (sum of the above cost)	\$